

INDEMNITY AGREEMENT

This IDEMNITY AGREEMENT ("**Agreement**") is entered into as of this _____ day of March 2013 by and between HARRIS & HARRIS, LTD., an Illinois corporation ("**Harris**"), and ARNOLD SCOTT HARRIS, P.C., an Illinois professional service corporation ("**ASH**").

RECITALS:

A. Both Harris and ASH are in the business of collecting debt for government agencies, utilities services, healthcare facilities and other segments of business.

B. Harris has recently entered into a collection services contract with Shelby County, Tennessee ("The Contract").

C. Harris now wishes to enlist ASH's services as a subcontractor on The Contract and ASH desires to work on said contract.

D. Shelby County, Tennessee ("The County") wishes to incorporate ASH into The Contract, but wants to confirm that Harris will be solely responsible for all claims brought against either Harris or ASH over the course of The Contract.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. INDEMNIFICATION AGREEMENT AND RESPONSIBILITY OF HARRIS

Harris agrees to indemnify, defend and hold harmless ASH, and its respective shareholders, directors, officers, employees, agents and other representatives from and against any damage, loss, expense or other liability arising, directly or indirectly, out of a claim by any entity or person related to any work performed on The Contract. Furthermore, whenever applicable, Harris agrees to negotiate, defend against, or pay any disbursement for, and on behalf of, ASH related to any claims associated with The Contract.

Harris and ASH have executed this Agreement as of the day and year first above written.

HARRIS & HARRIS, LTD.

ARNOLD SCOTT HARRIS, P.C.

By: _____

By: _____
